HONOLULU:

BY AUTHORITY.

WEDNESDAY, AUG. 10, 1870.



APPOINTMENT BY THE BOARD OF EDUCATION .-- H. R. Hitchcock, Esqr., has been appointed Inspector entitled "An Act to repeal Chapter 10 of the Civil Code and to regulate the Bureau of Public Instruc-tion," passed January 19th A. D. 1865.

By order of the Board of Education W. JAN. SMITH.

Honolulu, Aug. 1st 1870.

Fete Napoleon.

Altar for H. H. M's., Ministers and other as one could desire to see, officers of His Government, and for the Diplomatic and Consular Corps.

Ballieu, His Imperial Majesty's Consul and Commissioner, will be happy to receive his countrymen friends and others, at his hours of 12 M., and 2 P. M., of that day,

receive at the same time, those ladies who J. H. Coney, Sheriff of Hawaii, by virtue of a may be pleased to call on her on the oc- process issued by D. H. Hitchcock, Police Juscasion of this anniversary.

The North German ship Solo arrived the assurance of Samuel G. Wilder, Esq., merely, but actually void. that they would find employment here at able them to leave their native country parties of their rights by appeal or error. comfortably. They arrived all in good Messrs. Thompson and Jones argued in suptake, they cheerfully signed the contracts, ment of the Act of 1860, which limits the impriseach one, however, showing a peculiar onment in this class of cases to a term not exkeenness in ascertaining the nature of his ceeding three months. gaged.

Whereas, the undersigned,did embark at the British Colony of Hong Kong, in Court on error. That Art. 11 of the Constitu-China, on board the North German Ship "Solo," on an understanding with Samuel G. Wilder, a duly authorized Agent of the Board of Immigration of not against Acts which the law has prohibited. this Kingdom, in China, that the said Samuel G. That a crime weans a mohem prohibitum as well Wilder, or the Henorable Board of Immigration as a majum per se, that if the mittimus is defecaforesaid, would find employment for the said- tive from vagueness this is not the mode to test for and during the space of five years, next ensuing its validity. That the amended law of 1860 refers the date of these presents, and that the said-will labor falthfully for such person as he may agree to only to second commitments by the Magistrate, serve, with the approbation of the said Board of Im- and it does not appear that this was such. That

with the Honorable Board of Immigration, son with and an answerably unconstitutional. -that he will faithfully labor for the said-his Heirs and Assigns for and during the space of five years, next ensuing-he, the said-hereby ac of Habeas Corpus is a mode of exercising knowledging the receipt of certain Clothing in Chi- appellate jurisdiction in cases like this It na, as well as a present of Ten Dollars in Chine, and was thereupon ordered, that the writ do issue a free passage to this Country, as a valuable consid- as prayed for returnable, July 23, at which day cration for the entering upon this Agreement.

And said--bereby stipulates and agrees to, and with the said Board of Immigration and the saidthat he will pay, during the Five Years aforesaid, mittimus of which a duplicate was set forth in the sum of Six Dollars, (in silver money, if required) the amended petition. Time was asked by to the said-for each month's labor; and further: Messrs Stanley and Harris to answer, and was the said - will pay or cause to be paid, all Govern- fixed for July 27, at which day they filed this ment Taxes which may be assessed as Personal Taxes against the said-

And it is further agreed, that no labor shall be exacted on Sundays and Government Holidays, except | Plantation, and for answer submit, that the rein cases of emergency, when such labor shall be turn to the writ of Habeas Corpus is not full, in paid for extra; it being, however, understood that | that it only sets forth a mittimus, and whereas in case the said-should be employed as a domes- in truth and in fact the subject matter in litigatie servant, whereby his services will be required on tion before the Police Court at Hilo, was deser-Sandays and evenings, he shall receive the sum of Seven dollars per Month; and it is further agreed, tion of the Petitioner from service under a conthat at Chinese New Year the said-shall have | tract like unto the copy on file, but that the conthree days liberty, which is to be counted as If he tract used in evidence, and under which the pehad worked, and a present of two dollars. If the titioner was brought before the Police Court of said-shall be sick at any time during the said Hilo and tried contained an endorsement in the term of five years, medical attendance shall be at- words and figures following, to wit: I. J. S. Rodforded to him free of expense, but no wages shall be paid to him during the time of such illness.

Schools, free of expense to the parents. service herein expressed, the said-shall supply are to be done, kept and performed by the said

good and sufficient Food and comfortable House Theo. Metcalf. Room for the sald-And the said-and the said-bereby expressly agree with the Board of Immigration aforesaid, and 1865. each with the other that the contract for the service of the said-shall not be assigned or transferred, without the consent of the said Board of Immigration, or its authorized Agent, during the term of

parties to this Contract, that it is made, subject to against the petitioner for desertion from service the "Masters' and Servants' Act," and all parties under such contract, was the agent of the repreare bound by all provisions of that Act, as well as sentatives of Theo. Metcalf and manager of the

their relatives in China, and some immediately proceeded to deposit this money with the interpreter who had come in the ship, and who appeared to possess their confithe advance for (as he supposed) his friend, and went below with the money. His friend, however, was standing behind him and claimed his advance, not knowing that it had been paid to the other, got it and proceeded below, when the first boy finding that his friend had his own money, brought back that which he had obtained for him and put it on the table. All the General of Schools, pursuant to Section II of an Act men came on shore as soon as they had effected their engagements, and have conducted themselves, generally, with great | Metcalf Plantation. order, propriety and self-respect, going about, in little parties, to see the town and returning to the houses temporarily prepared for them, in proper time; claiming and having for themselves one day in Monday next, (the 15th inst.,) being Honolulu, before proceeding to work. a solemn Te Deum will be sung in the Monday morning, mustering in different Special Seats will be reserved near the tions, as happy, cheerful and healthy men

Supreme Court.

We are requested to say that Mons. Before Mr. Justice Hartwell, at Chambers,

The petition for a writ of Habeas Corpus, was residence in Nuuanu Avenue, between the filed July 2nd, by W. C. Jones, the prisoner's attorney, and states that the prisoner is illegally re-Madame Ballien will also be happy to strained of his liberty for no criminal matter, by tice of Hilo, at the suit of one R. V. Husbands, should not issue.

The Attorney General argued that the here or the 3rd inst., from Hong Kong, petition failed to show a prima facie case, having on board 168 Chinese emmigrants, that it should set forth the precise cause of seeking labor in this country, besides sev- detention if known, and that the writ should eral Chinese passengers. These people be denied, unless it appeared that the process unhad embarked at Hong Kong, under der which the prisoner is held was not voidable

Mr. Stanley opposed the rule, in behalf of W. stated wages, namely, at six dollars per L Green, the legal representative of Theophilus month for farm labor and seven dollars Metcalf, of the agent Husband, and of the owners per month for domestic service, and those of the Metcalf plantation, whose names were not persons who should employ them would specines, with the externor of the stanley argued in law. pay their passages to this country, as well that the case showed no probable cause and no as the sams which Mr. Wilder was obliged want of jurisdiction in the Magistrate, and that to advance in each and for clothing, to en- in any case the writ should not issue to deprive

health and appeared to be a cheerful set port of the rule, that although the writ would be of young men. Some persons saw fit, up- denied if on its own showing the petition showed on the arrival of the ship, to advise them that they ought to have larger wages than to common the parties of the ship, to advise them at the case not within its purview, a specific statement, further than to allege illegal restraint for no criminal matter was not requisite. Mr. Wilder had stipulated to find for them, The Court ordered the petition to be amendand of the "undesirableness of plantation ed by statement of the cause of detention. labor," and that they ought to contract whereupon the petitioners filed an amendfor not more than two years. The immi-ment, reciting the process under which the grants of course, desired to obtain for petitioner is held. At a further hearing on the themselves so favorable terms, but after rule, Mr. Thompson argued that the process was quietly discussing the matter among themselves for a time, and being reasoned with was guilty of no crime, and Art. 11 of the Constitution prohibits involuntary servitude except and shown the improbability of any body for crime; that the mittimus was void as it does paying large advances for a short time, not show the names of the agents and owners of and high wages to persons unacquainted the "Met plantation," and because it prescribes with English or Hawaiian, and as yet un- no limit to the time of the imprisonment, and is skilled in the labor they were to under- issued under Sec. 1420, regardless of the amend-

Mr. C. C. Harris in behalf of the heirs of Theoemployment, the locality, and the character of his employer. The following is the proceeding was not intended for an inquiry into the contract under which these men are enonly. That this was a lawful process of a lawful -a native of China, Court, and must stand until declared void by a full tion was intended against chattel slavery, and the Court will never issue the writ unless the law Now therefore, the said-stipulates and agrees under which the Magistrate acted is palpably

Mr. Jones in reply argued that the writ the Marshal made return of the body of the prisoner, alleging the cause of his detention to be the plea, viz: "And now come the undersigned, attorneys for the Representatives of the Metcalf gers in consideration of the sum of One Hundred And the said-hereby stipulates that all children & fifty Dollars to me paid by Theo Metculf, do of the said-shall be instructed in the Public hereby assign this contract unto the said Theo. Metcalf his Representation & assigns under the And it is further agreed, that during the term of agreements and covenants within contained, which

Witness my hand this 27th day of July A. D.

(Signed) Witness:

(Signed) WM. G. IRWIN."

" Also that the records of the Court will show

And it is turther agreed and understood by all that R. V. Husbands who made the complaint Metcalf Plantation, and the undersigned submit The Chinese form of the ontract having that the return to the writ of Habeas Corpus been written out by Mr. Young Sheong should be amended and it thereafter traversed by was photographed by Mr. Chase, and a the petitioner, that a writ of certiorari issue to have an interest in it. By Section 1425, Waller, copy as reiterated by photography atbring up the record of said Court. All of which
the surviving partner, has rights in the contract.

Money and Recruits furnished to Sings on the most favor [1].

The perturber, that a wind of contract the surviving partner, has rights in the contract.

The perturber of the most favor [1].

plea, viz :- "And now at this day comes illegality in the contract. Gip Ah Chan, alias John Carpenter, alias Ah Sun. Mr. Jones, in reply. To give the magistrate

"And thereupon, the petitioner avers that the Trusk, if authority in Massachusetts, has been the representatives of said estate, until the time he left as aforesaid.

And thereapon the petitioner alleges.

1. That said supposed contract is not a legal document made under any law of this kingdom. 2. That any assignment of a contract for labor. provided such contract is valid and obligatoy. without the consent of the laborer contracting is illegal and void; and that the supposed transfer on what purports to be a contract on file herein. or the supposed assignment of the same, without specified, with the exception of Gilbert Waller. the consent of the petitioner, is absolutely void

> 3. That the servitude of the petitioner under tives was involuntary.

that said supposed contrast had been obligatory by it.

is in direct conflict with the 11th article of the every argument very carefully. These proceedconstitution of 1864, and the action of the Polings strike at the liberty of the man. This conlice Justice of Hilo under the same and the war- tract is before the Court. It is in three languages : rant of commitment are illegal and void.

Kingdom under and by virtue of any law or au- the Spanish, "Emigracion China Para el Peru." thority of the Hawaiian Government.

the Board of Immigration ignored the acts of peopage. the alleged, pseudo agent of the Peravian Goverament, refused to sanction them, or hold any intercourse with said pseudo agent, and only gave a qualified permission to land the petitioner together with forty nine of his countrymen in this Kingdom. Wherefore, the petitioner prays that upon a full hearing of the matter, your Honor will discharge him under the writ of Habeas corpus issued herein and restore him to his liberty, ALEXANDER J. CABTWRIGHT vs J. W. KEAwith his costs in this behalf most wroughfully

To this plea the respondent's Counsel filed this ded return, us is contained in said answer after contained, to wit, from that marked I to to be stricken out." the respondents filed a demurrer to the portion thereof objected to as being cognizable only before the Court that tried the cause, and the petitioner joined issue. It was argued for the demorrer, that the respondents could not, by these summary proceedings, be de-Court is not vested with jurisdiction to revise here by a single justice. The roling of the Count appears in the opinion: Mr. Thompson argued for the motion to discharge. The contract on file, admitted to be the only one on which the prisoner was tried, failed to show any signature by the prisoner, as required by law for its enforcement, nor is any written assent of the prisoner shown to the assignment of the alleged contract. By our statute of frauds, as well as by the Master and Servant Act, both contract and assignment must be signed. There can be no legal assignment of a personal trust. Even in partnership, a delectus personrum always exists; only property, like choses in action, and bills of exchange, are transferable by mere assignment of the holder-not contracts for personal service. Metcalf is shown to be dead, by the pleadings of his executors and beirs. There is nothing in the assignment, if it were valid, about Metcalf's part ners, and all power over the prisoner's person ceased at Metcalf's death. Metcalf could give no third party rights to the enforcement of the service after his own death.

Mr. Stanley, contra. The only question whether this cause was tried by a Court having BLACKSMITH'S COAL. jurisdiction under any constitutional law of this Kingdom. There is no doubt of this. The igrisdiction is clearly given under Sections 1418 HEMP CANVAS and DUCK, and seq., Civil Code. This contract was the property of Metcalf and his partners, Tucker and Waller, who have been decided by this Court to

quested one month's advance to be given The petitioner admitted the facts alleged The legality of the assignment, and the effect of them, although admitting that they had no in the respondents' plea, and, at the re- Metcalf's death, are not, however, before this claim to it, saying they wished to send it to quest of respondents' counsel. filed the con- Court. It would require evidence to show the tract referred to and also the following facts, as much as any other facts tending to show

by his attorneys W. C. Jones and Henry Thomp- jurisdiction, there must be a contract such as the son, and for reply to the return and amended re- law requires. This alleged contract no more dence entirely, to send to their friends. One turn herein, respectfully states. That he admits affects the prisoner, or gave the magistrate jurisincident occurred which was very creditathat the subject matter of the litigation before diction to imprison him, than if it were a piece ble to the party; one of the boys had taken the Police Court at Hilo; was the alleged deser- of blank paper. The Constitution of this tion of petitioner from service under what pur- Kingdom, granted in 1864, expressly repeals ports to be a contract like unto the copy on file in Art. 78, all laws repugnant thereto, and herein ; he further admits that the said supposed in Art. 11 prohibits involuntary servitude, contract, which was brought before the said Po- except for crime. This law, passed in 1859, is lice Justice at Hilo, had what purports to be an thus expressly repealed. There is no pretense endorsement such as is set forth in the said that the prisoner has committed a crime, (citing amended return ; and he further admits that the Parsons vs. Trask, 7 Gray, 476.) The mittimus records of the said Police Courts, will show that must specify the offense, or it is void; it should R. V. Husbands, who made the complaint against show that the prisoner was held to service by the petitioner for alleged desertion under said Theo. Metcalf, or his representatives. It sets supposed contract, was the agent of the repre- forth no person as plaintiff, nor a suit by any sentatives of Theo. Metcalf and manager of the person, nor that the prisoner was tried at all. Mr. Harris, contra. The case of Parsons vs.

said supposed contract was never executed by followed by no other Courts, so far as known. him ; that he never executed any contract, but The deicsion in that case, if sound, does not that under glowing promises of high wages and apply in this. This contract specifies the place a prospect of speedy wealth in a foreign country, of its fulfillment, the nature of the business, the to him indefinite, he was induced to go on board terms of service, and the compensation therefor, the Prussian ship Matador' then lying in the and is a contract the enforcement of which is the anniversary of the Fete of His Impe. As this day fell on Saturday, they of Port of Macao in the Empire of China, about expressly provided for by the laws of this coun rial Majesty, the Emperor of the French, course got two, and we met several on the beginning of the month of June A. D. 1865; try. There is nothing similar to chattel slavery and that some days after he had been on board in the prisoner's condition. This is not involun-Roman Catholic Church of this City. a parties to proceed to their several destinatract now on file in this court was thrust into his the prisoner's own act, and may be avoided whenhands, without his knowing the nature of its con- ever he will consent to execute his contract. He tents and without any signing or executing of has agreed to do certain things. This is free, the same by him, that in company with many voluntary action. A slave had no right to wife, others of his countrymen he was carried by the child, or to anything on earth, nor did any law or said Prussian ship Mutador to these Islands, agreement, except his master's orders, govern where the said ship arrived about the 21st day him. As to the defects alleged in the mittimus, of July A. D. 1865; that he in company with the common law is not the law here; in this reforty-nine of his countrymen, was landed without spect, no rule or practice of any Court of this his consent, and without knowing his destination; Kingdom requires a mittimus to set forth anythat he was sent to the Metcalf plantation on the thing not contained in this. Only such defects Island of Hawaii, without his consent and with- will be considered as make the mittimus clearly out my knowledge of his destination; that he void. [Smith's Lead. Cases, 819.] It must be has there been forced to work and labor without a clearly unconstitutional law which would lead his consent on said plantation, up to the time one justice of this Court to declare it to be so, that he left the same about the 20th of June, A. contrary to the reiterated view of the Legislature. a rule was made, to show cause why the writ D. 1870, and that since that period he has been. Metcalf's death is not in evidence, but admitheld to service and labor without his consent, by ting it, we still have a right to the judgement of the lower courts on the effect of our contract. and of all the circumstances relating to it. It is a contract to serve another, and such other as Rogers might indicate, and Rogers is not dead, The Court will consider only, I. whether the magistrate acted under a visibly valid law, 2. whether the proceedings are free from irregularities which do not affect their vitality, 3. whether the judge-

ment was under the law, and authorized by it. Of Metcalf's death, there is no evidence, but admitting it, we still have a right to the judgment of the lower Courts on the effect of our contract, and of all the circumstances relating to it. It is SHAWLS-Black Merinus, Check Tissues, colored, contract to serve another, and such other as Rogers might indicate, and Rogers is not dead. the said Theophilus Metcalf and his representa- The Court will only consider, 1, whether the magistrate acted under a visibly valid law: 2, 4. That on the death of the said Theo. Metcalf, whether the proceedings are free from irregularithe petitioner was entitled to his discharge under ties which do not affect their vitality; 3, whether the 1415th section of the Civil Code, provided the judgment was under the law and authorized

Mr. Jones, in reply. In questions affecting 5. That the 1420th section of the Civil Code the liberty of the subject, the Court will weigh English, Spanish, and Chinese. The English is 6. That petitioner was not brought to this headed, "Emigration to the Sandwich Islands;" J. & T. Norton's Pie Fruits, Jams, It is invalid on the face of it for want of mutual That the Hawaiian Government through ity. Slavery has grades. This is like Mexican

NEW ADVERTISEMENTS.

Foreclosure of Mortgage.

BEFORE the Hou. A. S. HARTWELL, First WEHUNAHALA and DINA KEKAAKU

Wife .- Bill in Equity, for forcelusure of Mor

Pursuant to an order this day made in the above entitmotion: "That so much of the petitioner's answer by way of traverse to return and amen-Bill in Equity has this day been filed in the above commencing at the words "and thereafter," in the 14th line, first page, and ending at the words "and ending at the words "and ending at the words "and ending at the words the words of the words th at the words "left as aforesaid," in the 15th line, second page, and all points of arguments thereafter contained, to wit, from that marked 1 to months from the date aforesaid, with interest, at the the word "Kingdom," in point marded 7, in the rate of one and a half per cent per month, payable quarterly, in advance, on the land and premises described in Land Commissioners' Award No. 2389, and of traverse, the same not being cognizable before Royal Patent No. 1921, as by reference thereto, a this Court in the cause now at issue, and imper-tinent to the point before the Court. The petitioner, with his answer, offered an affidavit, which, being objected to by the respondents on the ground that they were entitled to cross-examine the witnesses, was not admitted. The court declining to order any part of the petioner's answer room interested are bereby notified to appear and show the second of the court declining to order any part of the petioner's answer room interested are bereby notified to appear and show the court declining to order any part of the petioner's answer room interested are bereby notified to appear and show the court declining to order any part of the petioner's answer room interested are bereby notified to appear and show the court declining to order any part of the petioner's and that the day of hearing raid Bill has been fixed by the Hon. A. S. Hartwell, Vice Chancellor, for MONDAY, the 22d of agust. A. D. 1870, at 16 o'clock A. M., at the Court Room in the Court House at Honolalu, and all percause, if any, against the prayer of th

> Murshal of the Hawaiian Islands. R. H. STANLEY, Solicitor for Complain Honolulu, August 6th, 1870.—30-2t

before the day assigned and fixed for the bearing.

could not, by these summary proceedings, be de-barred from a jury of the country; that this to the Government, as well as all having such instr ments of their own, which they are des the action of the Police Court, upon the facts will confer a favor by bringing them to the office of alleged before him, nor could it be reviewed the Governor of Oahu, where those wishing to sell will obtain a fair price for desirable instruments. WM. NORTHCOTT. August 8th, 1870.

Firewood!

H AVING made arrangements for regular It supplies for the very best quantity of Firewood, from Hawaii and Kanai, we offer the same for sale in quantities, and at prices to suit customers. DOWSETT & CO. 30-2m

BURLAPS-20 Bales 40 inch Buriaps. WALKER & ALLEN.

TRON COOLERS .- 18 New Iron Coolers. COFFEE.-A Sup'r Ass't of Old Kona

Coffee. For sale y (26-Im) WALKER & ALLEN. HOOP IRON. -3-4, 7-8, 1 and 1 1-4 inch. WALKER & ALLEN. 26-1m

RHINE WINE and CLARET, H. HACKFELD & CO.

FIRE CLAY & PIPE CLAY, for saleby H. HACKFELD & CO.

EDWIN JONES. GROCER AND SHIP CHANDLER. NEW ADVERTISEMENTS

The Undersigned Offers For Sale TO ARRIVE



Per Bark "Courier." Daily Expected FROM LIVERPOOL.

*THE FOLLOWING-Choice Assortment of Merchandise,

Expressly and Carefully SELECTED FOR THIS MARKET!

-COMBPISING-COTTONS!

Viz-PRINTS of the most dashing and recherche styles, Mottles and Stripes, in orange, illac, green, pink, yellow and violet, patterns of which will be shown on arrival. WHITE SHIRTINGS, fine and medium qualities, GREY SHIRTINGS,

medium quality and wide, GREY DRILLINGS. heavy and medium, WHITE DRILLINGS, beavy and medium,

LINENS! Bleached and Striped Drillings,

superior and medius Brown Diagonal Brills, light and heavy, Bleached Sheetings,

CAMBRIC HANDKERCHIEFS, finest qualities, in pieces and hemmed, BLACK HOLLANDS & COATINGS, assorted numbers and widths, SUPERIOR BLOUSE LINEN, assorted numbers and width, THREAD, white, black a brown-ass'd numbers

WOOLENS!

which chark agrinos, check lissues, colored, embroidered, and superior all wool Shepherds, of assorted sizes, WATER-PROOF TWEEDS—different patterns, TABLINGS—assorted widths and colors, BALMORAL SKIRTS, different patterns and sizes,
CRIMEAN SHIETS,
a splendid assortment of the very latest styles,
BLANKETS,

white, green, orange, searled a gent of all size and widths. UNION & TWILLED FLANNEL. white, and indigo blue—30 inch, PATENT VELVET CARPETS, choice designs-27 inch, BROADCLOTHS,

black and blue-double width.

CROCERIES!

Jellies, Cream Tartar, Saleratus, Pepper. Mustard, Salad Oil, Vinegar, Currie Powder, Nutmegs, Cinnamon, Ginger, Sage, Thyme, Min Parsley, Mixed Herbs,

Worcestershire and other Sauces, Tins of Preserved York Hams, Choice York Hams in Salt, Codfish Roes and Sardines,

Hockin & Wilson's Ass'ted Sauces, Pje Fruits, Jams, Jellies, Lemon Syrop, Saind Oil, Ass'd Pickles, Mustard

Lemon, Orange and Citron Peel, Cocca, Macaroni, Vermicelli, Potted Meats, Pepper, Currie Powder, and

Liquors, Wines and Beers. DUNVILLE'S WHISKEY, in bottles and bulk, BRANDY-Martell's and Hennessy's brand, CHAMPAGNES of superior brand,

Porter, Ginger Wine, Rum, Machen & Co's Stout, etc.

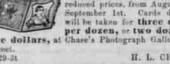
SUNDRIES. Silk and Cotton Umbrellas, all sizes, Ladice' Straw Hats, untrimmed, newest styles, J. Gosnell & Co's unequalled Perfames, Soaps, Brushes, Ac., Governge & Son's prize medal pale English Scap, in 5 pound boxes, Hemp Canvas, Heavy Bagging, 40s 42in.,

Heavy Bagging, 40a 42in.,
Burlap Bags, Sheathing Feit, Roofing Feit,
White Lend, Zinc and Bolled Oil, Nappies,
Portland Cement, Fire Brick, arch a square,
Slates, Feneing Wire, No. 4, 5 a 6,
Heep Iroo, § § 1, 1 k, a 1 § inch,
Manila Cordage, ass'd sizes,
Spun Farn, Amberline,
Houseline, Coals,
Liverpool Salt, &c. THEO. H. DAVIES.

REDUCTION!

Honolulu, August 9th, 1870 .- 30-4t

IMPROVE THE OPPORTUNITY! CARD PHOTOGRAPHS at



per dozen, or two dozen for five dollars, at Chase's Photograph Gallery, Fort H. L. CHASE.

Notice of Removal. THE UNDERSIGNED begs to inform his

L Customers that he has removed the RAILRO STORE to the Corner of Judd and Nuusuu Stre where he will be sample at the old stand, a hopes for a continuance of the same at the new.

Wil. BYAN. where he will be happy to serve them as usual

The Ladies' Benevolent Society! WILL HOLD A FAIR early in Novem-

W her next, for the benefit of the Boarding Schools for Girls, and other purposes of the Seciety. Assistance from the friends here or abroad, will be gratefully received by the Society. 26-51 ICE! ICE! ICE!

H AVING made arrangements for a con-stant supply of Lee, the undersigned offers for sals in quantifies to suit purchasees, at the Hudson Bay exemises, Ice at 5 cents per pound. Ice delivery pressure.

to fown eastermers.

Let fown eastermers.

22 Orders from other Islands promptly and carematerials for [28-3m] A. W. BUSH. fully attended to.

MEA.-100 Chests of Pouchong Tea. A superior article. For sale by WALKER & ALLEN. BREAD.-Medium and Pilot Bread.

WALKER & ALLEN. OATS.-California and Oregon Oats. For sale by

WALKER & ALLEN.

BY THE Byzantium, from Victoria, V. I.,AND THE

ASSORTED MERCHANDISE.

JUST RECEIVED & FOR SALE

City of Melbourne, from Sydney.

QUARTER CASKS MARTELL'S BRANDY, Quarter Casks Hennessy's Brandy, Quarter Casks Soyerac Brandy, * Qr. Casks United Vineyard Brandy. Qr. Casks Jules Robin Brandy,

Cases Highland Whiskey, Casks BOTTLEDALE, (Worthington's.)

CASKS BOTTLED ALE, AITKEN'S.

HOGSHEADS JAMAICA RUM, QUARTER CASKS SHERRY. AUSTRALIAN WINE, Etc., Etc.,

N. B.—The undersigned having made arrangements with Importers of the Best Brand of Liquors, in San Francisco, Victoria, B. C., and Sydney, N. S. W., will keep a supply of such in the Custom House stores, and is also prepared to order from either the above ports or England, by which a considerable saving may be effected. Full information given as

es in the different markets. 28 10t

EUROPEAN MANUFACTURES And Other Goods!

THE UNDERSIGNED HAVING MADE AR-

Sydney firms is prepared to execute Orders -FOR-MERCHANDISE OF ALL KINDS On advantageous terms.

Sydney being one of the largest and Cheapest Markets in the Pacific offers unusual advantages to purchasers of Goods for this Market, the duties there being fow and drawbacks allowed, so that almost any article of European manufacture, can be had in quantities to suit, within Sixty Days from the date of forwarding the order.

28 102. W. L. GPEUN

W. L. GREEN.

For Sale!

THE LAND OF AUAUKEA, NORTH KONA, Hawaii, sear to Kailoa. Also the large Sugar Land of Hakalau Hilo Hawaii. Also an extensive Cattle Ranch on Hawaiii. For particulars apply to April 26th, 1870-15-tf W. L. GREEN,

For Sale!

LARGE PLATE IRON STRAM JACKET A Pan, 15 feet x 5 feet x 2 feet. Apply to April 26th, 1870.—15-tf W. L. GREEN. H. VOSS,

[No. 5 Merchant Street, opposite the Sailor's Home,] GENERAL UPHOLSTERER,

IN ALL ITS BRANCHES, HAS CONSTANTLY ON HAND a variety sale AT THE LOWEST MARKET PRICES, cor

BEST BLACK WALNUT PARLOR FURNITURE, Spring-Back Easy Chairs, Lounges and Mattrasses. Hair and Spring Mattrasses, Window Shades and Slip-Old Furniture Re-Upholstered,

tenaired and Varnished, with satisfaction warranted, Ag- Call and examine my stock before purchasing else

Licenses Expiring in August, 1870.

DETAIL-Oahu, Honolulu-30th, Halina; 6th, A. RETAIL—Oahu, Honolulu—30th, Halina; 6th, A. Marks & Co.; 4th, Theo. H. Davies; 20th, J. J. 24th, C. L. Richards; 11th, Chung Toos; 24th, On Chong; 23d, Sam Yek. Hawaii, Kailua—1st, Pan Hang; Kahalui 30th, Pan Hang; Kalaki, Kau, 28th, Nisholas George; Kehala, 36th, J. Wight. Maui, Kaupe—31st, M. Honolulu—19th, J. S. Lemon. WHOLESALE—Oahu, Honolulu—2d, Charles Long; 24th, C. L. Richards; 1st, Theo. C. Heuck; 26th, J. Ritson.

VICTUALING-Onhu, Ropolulu-2d, Abana.

BILLIARDS-Oahu, Honolulu-7th, Henry Noite, BUTCHER-Maui, Wailuku, 11th, Abanaliili & THE UNDERSIGNED OFFER FOR SALE

THE CARGO -OF THE-

HAWAIIAN BARK "KA MQI," S. GEERKEN. - - - Master.

JUST ARRIVED FROM BREMEN

-Consisting in Part of-Assorted Styles Fancy English and French Prints

English and French Muslims, Victoria Lawns Ticking, Fine White Linea, Scotch Ginghams, Woolen Blankets, Ac., Ac.

New and Desirable Dry and Fancy Goods, And a Fine Assortment of

Comprising a Full Assortment of

Fence Wire, Galvanized Iron Pipe, Galvanized Buckets. Tinned Saucepans, and Cuttery.

AN ASSORTMENT OF ENGLISH AND GERMAN GROCERIES. Paints and Oils, Demijohns, Corks, Roofing Slates, Wall Paper,

Ale and Porter, Hollands Gin, Martell's Brandy, Riga Doppelkummel RUINART PERE & FILS' CHAMPAGNE,

in pints and quarts. Steam Coal, Blacksmith's Coal, Fire Bricks, Bath Bricks, New Oil Casks, in Shooks, Course Salt, Russia Rope, Assorted sizes,

Portland Cement, Ac., Ac. H. HACKFELD & CO.

NEW GOODS, NEW GOODS

Just Arrived, Ex Mathilde from China direct, AND FOR SALE BY

AFONG & ACHUCK.

TEA AND ASSORTED PRESERVED FRUITS. Manila Cigars, Manila Rope,

Camphor Trunks, 4-4 White Matting, assorted qualities. 4-4 Colored Matting.

Rattan Chairs,

Lounges, Settees,

LEGAL NOTICES.

CUPREME COURT, in Bankruptey.-In the matter of the Bankrupter of William Bankruk, we voluntury Bankrupter to the excellence of this ficture who have proved their relains and are entitled in cose, that the election for Assignment Bankrupter will be held in the clerk's office of the Supreme Court, at 12 o'ckek, Noon, on THERSDAY, August 11th, 1870.

By order of the Court.

L. McCULLY, Clerk.

Hominio, July 20th, 1870 - 29-26

UPREME COURT, Hawalian Islands, Notice is lurshy given to members of the Bar and is all persons laving business before a Justice of the Superme Court sitting at Chambers, that the said Justices will sit at Chambers in the Court room of the said Court, at litteries in the Formour, Mr. Justice Hartwell, every Mondoy, Wednesday and Priday, and Mr. Justice Widenand, every Tussday, Thursday and Saturday for the hearing of all matters that may be presented to them. By Order of the Court.

Hopefuln July 25th, 1878.—IS-If L. McCULLY, Clerk.

BETITION for Letters of Administration adjuster—Supermo Court of the Haweilers Islands, in Probate, —In the matter of the Enterior of Eura Lin Bulling 288, decreased.—Before Mr. Justice Hartwell, at Chambers.
On reading and fifting the petition of WM. C. PARKE Machini of the Hawaiian Islands setting forth, that Reward Burges died intention at Homelan aforesaid, being at the time of his death a naturalized citizen of the Hawaiian Islands, but an Englishman by birth, and having estate within the jurialities of said curty. That the only bears of the said Edward Burges decreased as afterward Rosses of the said Edward Burges decreased as afterward Rosses of the said Edward Burges decreased as afterward Rosses of the said Edward Burges decreased as afterward Rosses of the said Edward California; and further stating, that the politioner has seen of California; and further stating, that the politioner has seen of California; and further stating, that the politioner has seen due to the Said Said Said Maria in the politic of the Said Said Said Said Burges to said the Online, and parting the partitions of a said said setting is made to be appeared. Administrator of the said said setting he may be appeared Administrator of the said said setting the may be appeared Administrator of the said setting produce that Wedersalay the John they of August A. B. ISO, at 10 o'clock a. M., at my chambers in Homelain afterward pant the appearance of an Administrator of Interim as prayed for. Notice thereof barving been given by publication of this order for three encounter weeks in the Government Gamera, And that a further bearing the said layer of the proposition of the order as at My Chambers absention on Manday the 20th day of September. A. D. 1870, at 10 o'clock a. M. At the said layer hearting all persons intervented may appear and she had bear me at my Chambers absention of my September and the said setting and person in the city of Homelain afterward. And that a further bearing all persons intervented may appear and she were if an

Attest: WALTER R. SEAL, Deputy Clerk

SUPREMER COURT. Petition for Divorce.

Duied Honeibulu, May 24th, 1870.

II. A. WIDEMANN,
Associate Justice Supreme Court.
15-3a A DMINISTRATOR'S NOTICE. - In the matter

ther notice, within six months from the say of the publi-on of the notice, otherwise, they will be forever barred, persons in possessin of property belonging in the mid-en-arc notified to account for the same without delay.

NOTICE.—In the matter of the Estate
Of GRORGE HIRETS, deceased.
The undersigned having been appointed Administrator of
the above Estate, all persons are hereby notified to present
their claims, at the office of the undersigned, in Him, within
three months from the publication of this Notice; and all
persons in possession of property belonging do said Estate are
notified to account for the same without debay.

J. H. CONEY, Administrator,
This, July 15, 1810.
The same without debay.

In the matter of the Estate of Thomas Shiel.

)ROPER application having been made to the Hon. And. J. Lawrence, Circuit Judge 2nd I the Hou. And. J. Lawrence, Circuit Judge 2nd Judicial Circuit, by Henry Dickinson, Sr., for Letters of Administration upon the Estate of Thomas School, late deceased intestate: Nortice is hereby given to all whom it may concern, that Monday, the 24th day of October, 1870, at 10 o'clock in the foreneous, is a day and hour appointed by me for hearing the application for Letters of Administration aforesaid, and all objections that may be offered thereto, at the Court-House in the town of Lahaims, Mani, H. J. A. J. LAWRENCE. A. J. LAWRENCE,
Circuit Judge 2nd Judicial Circuit, H. L.
Lahaina, Maui, August 5th, 1879.

PACKET LINES.

HAWAIIAN PACKET LINE. For San Francisco.

D. C. MURRAY, N. T. BENNETT, . . . Com'r. WILL HAVE QUICK DISPATCH for the above

The North Pacific Transportation Company's

The Company's Splendid A I Steamship SEE "AJAX," SEE

Between Honolulu & San Francisco

R. S. FLOYD, . . . Commander,

... August 10th LEAVES HONOLULU On or about August 27d

the Company. Liberal Advances Made on all Ship-

rait.
All orders for Goods to be perchased in San Fran-ico will be received, and filled by scture of Stamer.
St Shipments from Europe and the United States, stended for these Islands, will be received by the ompany in San Francisco, if consigned to them, and a forwarded by their Steamers to Honolulu, Francisco or Cuanon, except actual outlay.

For Passungers are requested to take their lickets
before 12 o'clock on the day of milling, and to precorn their l'assports.

All Bills against the Steamer most be presented before two o'clock on the day of sailing, or
they will-have to lay over till the return of the

H. HACKFELD & CO., Agents, 1-Sim STEAM TO AUSTRALIA & NEW ZEALAND

The California, New Zealand and Australian Mail Line of Steam Packets. The Splendid Steamships

CITY of MELBOURNE, 1:400 tons T. Grainger, Com'r,

ports, connecting at Honolulu with the North Pacific Transportation Co's Steamers.W. L. GREEN,

For Sale. The North-German Ketch

"Moeve," Two Years old, built of Oak, Coppered and Copper-factored, with complete Inventory. Apply to Capt. Wilbelmi, or to H. HACKFELD & Co.

FURNITURE, Etc. GALVANIZED IRON PIPE, 1 inch and 2
22 GALVANIZED IRON PIPE, 1 inch and 2
30 H. HACKFELD & CO.

DETITION for Letters of Administration

Shortly Expected:

Below the Hon. II. A. Wildemann, in chambers.
On reseling and filing the patition of RAIWAHINE ALO, praying for a diverse from her leadenst, ALO, a Chinaman, on the ground of wiffel and continued described for more than liftee successive years, and it appearing that the said Alo is not a resident of this Kingdom.

It is ordered by the said Justice that the said patition come on to be heard on TRURSIAV, the first day of September next, at chambers in the Court Rouse at Handelis, Oshm,—notice thereof being given by previous publication in the Markay Garren, for at least three months previous to said.

Dated Honstain, July 18th, 1870.

Legal Notice.

The Favorite Packet Bark

WALKER & ALLEN, Agents.

SAN FRANCISCO & HONOLULU LINE.

-WILL RUN REGULARLY-LEAVES SAN FRANCISCO .

Freight for San Francisco will be received at the Steamer's Warehouse, and receipts for the same, given by the undersigned. No charge for storage or arrage. Fire Ricks in Warehouse, not taken by

ments per Steamer. NEW STYLES OF CLOTHING Insurance guaranteed at Lower Rates than by Sailing Vessels. Particular care taken of Shipments of

WONGA WONGA,

Will run regularly between Honolulu and the above

SYDNEY.